DOCUMENT RESUME

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ABSTRACT

Presented in this document is the agreement between Dowling College and the Dowling College Chapter of the American Association of University Professors effective from September 1, 1972 through August 31, 1973. Included in the articles are; salary schedules, fringe benefits, and grievance and arbitration procedures. The faculty personnel policies include academic freedom, tenure, professional responsibilities, appointment, termination, retirement, evaluation procedures, and leaves of absence. (PG)

Dowling College
New York
AAUP
4 year

ED 086122

AGREEMENT made this day of December, 1972, between Dowling College, its successors and assigns, hereinafter referred to as the "College" and the Dowling College Chapter of the American Association of University Professors, its successors and assigns, hereinafter referred to as the "Chapter".

W I T N E S S E T H :

1. Recognition

(a) The College recognizes the Chapter as the sole and exclusive bargaining representative with respect to salaries and other terms and conditions of employment for all regular full time professors, associate professors, assistant professors and instructors, and all full time professional librarians, but excluding officers, Deans, Academic Program Directors, the Director of Physical Education, the Library Director and other members of the College Administration, visiting professors, laboratory assistants, lecturers, adjunct and part time faculty members and all other persons who are not full time members of the College Faculty. For purposes of this Agreement only, full time faculty members who serve as Division Coordinators of the Arts Division, the Humanities Division, the Social Sciences Division and the Division of Natural Sciences and Mathematics, are not considered members of the College Administration and are included in the bargaining unit.

HE 005030

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
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(b) As used in (a) above, a full time professor, associate professor, assistant professor, or instructor is one who as part of his or her primary responsibilities regularly teaches twelve credit hours per semester or who teaches less than twelve but at least six credit hours per semester due to the assignment of other duties connected with the College and a full time professional librarian is one who regularly works at least thirty-five (35) hours per week. A full time faculty member is any one of the foregoing.

(c) The definition of the bargaining unit set forth above is not intended to prevent the College from reassigning to non-bargaining unit personnel administrative functions or duties which are now, or which in the future may be, assigned to faculty members (e.g. Division and Discipline Coordinators), and nothing in this Paragraph 1 is intended to affect the existing faculty governance structure (e.g. Personnel and Curriculum Committees).

2. Check-Off.

(a) The College agrees during the term of this Agreement to deduct monthly Chapter dues uniformly required as a condition of membership in the Chapter in such amounts as are certified to it by the Secretary Treasurer of the Chapter, from the salary of each full time faculty member who executes a voluntary written authorization for such deduction in the form attached as Exhibit A hereto. Such deduction shall

commence with the second month following the month in which the executed authorization form is submitted to the College and one-half of such monthly amount of dues shall be deducted from each bi-weekly payment in such second month and thereafter so long as such authorization shall remain in effect. The College shall on or before the 15th of each month remit to the Chapter all amounts so deducted during the preceding month.

(b) The provisions of this Paragraph 2 shall be effective in accordance and consistent with applicable provisions of State and Federal Law. The Chapter shall indemnify and save the College harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the College for the purposes of complying with any of the provisions of this Paragraph 2 or in reliance upon any list, notice or assignment furnished under any of such provisions.

3. Salary and Overload.

(a) For the term of this Agreement, the basic salary ranges shall be as follows:

	Minimum	Maximum
Instructor	$ 8,778.00	$11,913.00
Assistant Professor	11,390.50	14,525.50
Associate Professor	14,003.00	17,660.50
Professor	16,615.00	20,273.00

1st year in Rank	$ 8,778.00	$11,390.50	$14,003.00	$16,615.50
2nd year in Rank	9,405.00	12,017.50	14,734.50	17,347.00
3rd year in Rank	10,032.00	12,644.50	15,466.00	18,078.50
4th year in Rank	10,659.00	13,271.50	16,197.50	18,810.00
5th year in Rank	11,286.00	13,898.50	16,929.00	19,541.50
6th year in Rank	11,913.00	14,525.50	17,660.50	20,273.00

All full time members of the faculty shall receive as minimum salary the amount set forth according to rank at Dowling College, whatever other terms of their contract may be.

(b) Notwithstanding the salary ranges set forth in (a) above, or any change in rank which may occur during the Agreement, it is expressly agreed that effective as of September 1, 1972, the salary for each person named in Exhibit B to this Agreement, which is hereby made a part of this Agreement, shall be as set forth in Exhibit B opposite such person's name.

(c) In addition to the salary set forth in Exhibit B, a member of the bargaining unit shall be paid at the applicable rate set forth below, or appropriate pro rata portion thereof, for credit hours taught in excess of twelve per semester:

Instructor	$700.00 per three credit hrs.
Assistant Professor	800.00 per three credit hrs.
Associate Professor	900.00 per three credit hrs.
Professor	1,000.00 per three credit hrs.

4. Fringe Benefits.

Fringe benefits are set forth in Exhibit C to this Agreement which is hereby made a part of this Agreement.

5. Faculty Personnel Policies and Class Size.

(a) In order that negotiations might be expeditiously concluded, the Chapter and the College have agreed to attach the Statement of Faculty Personnel Policies as Exhibit D to this Agreement upon the express understanding that said Statement does not thereby constitute an agreement between the College and Chapter or become a part of this Agreement, and that their action in attaching Exhibit D to this Agreement shall not constitute a waiver by either party of its position regarding the negotiability of the matters covered by such statement, each party expressly reserving its position in this regard.

Because the statement of Faculty Personnel Policies is the first such statement developed for Dowling College, and in order that the parties have an opportunity to observe its operation, they have mutually agreed that the statement insofar as it is applicable to members of the collective bargaining unit shall not be unilaterally suspended or modified during the term of this Agreement.

The College and the Chapter agree that the grievance and arbitration provisions of this Agreement are not applicable to the Faculty Personnel Policies or to any difference or dispute arising under or with respect thereto.

(b) During the negotiations leading to this Agreement the Chapter inquired concerning changes which the College had announced with respect to class size policies. It

is the position of the College that it is not required to negotiate concerning its policies with respect to class size and the College declined to negotiate on this matter. In order to expedite the conclusion of negotiations, and without waiving and expressly reserving its position on this matter, the College undertakes that it will not change class size policies unilaterally during the academic year 1972-1973, and that it will not, during the term of this Agreement, finally determine upon changes in class size policies for the academic year 1973-1974 without first consulting with representatives of the Chapter.

6. Primacy of Agreement.

In the event of a conflict between an express provision of this Agreement and any provision contained in a written contract between the College and a member of the bargaining unit, the provisions of this Agreement shall control.

7. Grievance and Arbitration Procedure.

Should any difference or dispute as to the meaning, interpretation or application of any of the terms of this Agreement arise between the College and the Chapter or between the College and any member of the bargaining unit, such difference shall be promptly settled in accordance with the following procedure:

Step 1. A member of the bargaining unit who believes that he has a complaint under this Agreement shall discuss the matter promptly with the Director of Personnel, with or without the intervention of a representative of the Chapter, as the member may elect, in an attempt to arrive at a mutually satisfactory settlement, provided that the Chapter has been afforded an opportunity to be present at the disposition of the matter and the settlement is not inconsistent with the terms of this Agreement.

If the matter is not satisfactorily resolved after such discussion, the member may request the Chapter to file a grievance in Step 2.

Step 2. In the event the Chapter or the College believes that the other party has failed properly to interpret or apply the provisions of this Agreement, or in the event that the Chapter desires to process further a matter which has not been satisfactorily resolved in Step 1, the grievance shall be reduced to writing, signed by the Chapter Chairman or the Chief Academic Officer of the College, whichever is applicable, and, in the case of a grievance involving a matter considered in Step 1, by the individual or individuals concerned, and delivered to the Chief Academic Officer of the College or the Chairman of the Chapter, whichever is applicable. As soon as practicable thereafter the matter shall be discussed at a meeting between the Chapter Chairman (and such other representatives of the

Chapter as he shall designate) and such representative or representatives of the College as the President of the College shall designate.

Promptly following the conclusion of such meeting the College or the Chapter, as the case may be, shall give its answer to the grievance, in writing, to the other party.

The grievance shall be considered settled on the basis of such answer unless it is subject to arbitration as hereinafter provided and is appealed to arbitration in accordance with Step 3.

Step 3. Any grievance which remains unresolved after it has been answered in Step 2, and which concerns the interpretation of or compliance with one or more express provision of this Agreement, may be submitted to an impartial arbitrator provided the party desiring to appeal the matter to arbitration so notifies the other party within thirty (30) days after the date of receipt of the Step 2 answer. If such notice is given, the parties shall meet within five (5) days thereafter for the purpose of agreeing upon an impartial arbitrator. If the parties are unable to agree upon an impartial arbitrator or do not meet within five (5) days for the purpose of so agreeing, the party appealing the matter to arbitration may request the American Arbitration Association to appoint an arbitrator in accordance with its then prevailing rules. If no such request is made within thirty (30) days after receipt of the Step

2 answer, the grievance shall be automatically settled on the basis of the Step 2 answer.

The arbitration shall be conducted in accordance with the rules of the American Arbitration Association then obtaining. The decision of the arbitrator shall be final and binding upon the College, the Chapter and the members of the bargaining unit. The expenses and fees of the arbitrator shall be shared equally by the College and the Chapter.

The arbitrator shall not have jurisdiction or authority to add to, detract from or alter in any way the provisions of this Agreement, or to rule on any issue or matter which does not directly involve the interpretation or application of an express provision of this Agreement or which is not subject to arbitration pursuant to any other provision of this Agreement.

8. Responsibilities of the Parties.

(a) The parties recognize and acknowledge that the conduct of the College's affairs requires the active and continuing participation of the faculty in the development and implementation of the educational program. They also recognize and acknowledge that the ultimate responsibility for the welfare of the College reposes in the Board of Trustees. Accordingly, it is agreed that the Board of Trustees and the Administration retain the rights to manage and direct the business and educational affairs of the College to the full extent that such rights

existed prior to the Chapter becoming the collective bargaining representative for the full time faculty; provided, however, that such rights shall be exercised in a manner consistent with the provisions of this Agreement.

(b) There shall be no strikes or work stoppages or refusal to perform or interruption or interference with any assignment normally or customarily performed by the faculty. No officer or representative of the Chapter shall authorize and/or ratify any such activities, but shall make every reasonable effort to persuade bargaining unit members to cease engaging in such activities. If the officers and representatives of the Chapter fulfill the obligations imposed by the immediately preceding sentence, the Chapter shall not be liable in damages to the College by reason of members of the bargaining unit engaging in an unauthorized strike, work stoppage, refusal to perform or interruption or interference with normal or customary faculty assignments. No full time faculty member shall participate in any such activities. Any bargaining unit member engaging in conduct prohibited by this Paragraph (b) shall be subject to discipline up to and including dismissal.

9. The parties agree that this Agreement represents their complete agreement with respect to salaries and other terms and conditions of employment of the employees in the bargaining unit for the entire duration of the Agreement, and that neither party, for the duration of this Agreement, will be re-

Exhibit A

CHECK-OFF AUTHORIZATION

To: Dowling College
Oakdale, New York

You are hereby authorized to deduct from my salary, commencing with the first bi-weekly salary payment in the second calendar month following the month in which this authorization is executed and submitted to you and from each bi-weekly salary payment thereafter, my regular Chapter dues, as established from time to time by the Dowling College Chapter of the American Association of University Professors, and to remit same to the Chapter, the amount of said dues being assigned by me to said Chapter.

This assignment and authorization shall remain in effect until revoked by me but shall be irrevocable for a period of one year from the date appearing below, or until the expiration of the applicable agreement between the College and the Chapter, or in the event I resign from the Chapter, until the first day of the second calendar month following the month in which I give written notice of such resignation, whichever is sooner.

Unless written notice by registered mail of revocation is given by me at least thirty (30) days prior to the expiration of the aforesaid one year period or at least thirty (30) days prior to the expiration of the applicable agreement or, in the event I resign from the Chapter, by the 15th day of the month following such resignation, whichever is sooner, this assignment and authorization shall be irrevocable for successive periods of one year thereafter, or for the period of each succeeding applicable collective bargaining agreement between the College and the Chapter, or in the event I resign from the Chapter, by the 15th day of the month following such resignation, whichever shall be shorter, with the same privilege of revocation at the end of each such period. If I revoke this authorization and assignment in the manner described above, you are to notify the Chapter of same within fifteen (15) calendar days after receipt by you of such revocation.

I hereby revoke any prior authorization for dues check-off.

Signed _____

Dated _____

quired to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been proposed, considered or contemplated by either or both of the parties at the time this Agreement was negotiated and signed.

10. Term of Agreement.

This Agreement becomes effective as of September 1, 1972, and shall terminate at the expiration of sixty (60) days after either party shall give written notice of termination or modification to the other party but in any event shall not terminate prior to midnight of August 31, 1973.

Dowling College By_____

Dowling College Chapter
of the American Association
of University Professors By_____

EXHIBIT B

Abramson	14,000.00
Adler	14,212.00
Almany	17,294.75
Barkan	12,000.00
Beebe	11,286.00
Behar	10,827.00
Bobkoff	11,913.00
Bolles	11,913.00
Brown	21,004.50
Buck	18,392.00
Cairol	10,500.00
Cenko	13,500.00
Cheng	18,392.00
DeMaria	19,907.25
Fisher	11,286.00
Forchheimer	18,392.00
Foundotos	11,727.00
Gillman	15,466.00
Gomez	17,294.75
Gschwendtner	20,273.00
Gustafson	10,032.00
Hardy	10,659.00
Haske	18,392.00
Helton	12,644.50
Holub	14,734.50
Hornstein	11,390.50
Jacobs	12,000.00
Kamran	14,003.00
Kopelman	10,659.00
Kramer	18,078.50
Langhans	19,541.50
de Legaretta	12,727.00
Lintner	11,286.00
Littlefield	12,540.00
Lombardi	16,929.00
Lorris	11,900.00
Louzonis	12,540.00
Moeller	13,898.50
Monteferrante	13,271.50
Mullen	11,390.50
Nimbark	17,660.50
Oder	19,541.50
Packert	11,627.00
Peper	15,257.00
Pfeffer	18,392.00
Pinto	16,929.00
Puleio	9,405.00
Radetsky	13,898.50
Raebeck, A.	11,913.00
Raebeck, C.	19,541.50
Raji	14,003.00

Rood	17,347.00
Roth	11,913.00
Schaffel	10,345.50
Schulman	15,531.50
Schwartz	16,929.00
Sperl	14,525.50
Spingola	13,271.50
Tate	11,286.00
Tornquist	13,898.50
Traiger	11,927.00
Trefman	14,003.00
Trowbridge	19,907.25
Vertun	18,392.00

EXHIBIT C

FACULTY BENEFIT PROGRAM

Health Benefits

Base Plan

The Base Plan is the New York Blue Cross and Blue Shield 21/180 Day Surgical-Medical Program. The full cost of this insurance coverage for the faculty member and his eligible dependents is assumed by the College. This protection is available on the first of the month following or coinciding with the date of appointment.

Major Medical

This coverage is underwritten by TIAA and is provided at no cost to the faculty member, effective upon date of appointment. It provides protection for the faculty member and eligible dependents. The program pays 80% of eligible medical expenses in excess of: (1) expenses paid by the base plan (2) $100 of eligible expenses over and above those paid by the base plan up to a maximum of $25,000.

Sick Leave

The College will continue payment of salary to faculty members who are absent due to illness or injury during the period of their absence as follows:

Consecutive years of Service with the College	Period for which Salary is continued
Less than 1 year	0
More than 1 year but less than 2 years	1 month
More than 2 years but less than 3 years	2 months
More than 3 years but less than 4 years	3 months
More than 4 years but less than 5 years	4 months
More than 5 years but less than 6 years	5 months
More than 6 years	6 months

Total Disability

This coverage is underwritten by TIAA and becomes effective on the first of the month following a year of full time service to Dowling College. It is provided at no cost to the faculty member. The plan provides the following benefits which begin on the first of the month following six consecutive months of total disability and continue during such disability until age 65:

Total Disability (continued)

1. A Monthly Income Benefit which, including any income benefits payable from Social Security and Workmen's Compensation, is equal to 60% of covered monthly salary up to $1,000 plus 40% of covered monthly salary in excess of $1,000 as of the date the disability began, but not to exceed $1,200 monthly.

2. If a participant in the TIAA retirement program becomes totally disabled, a monthly waiver benefit of the amount being paid to TIAA-CREF annuity in accordance with the provisions of the College's retirement plan. This Waiver Benefit is credited as monthly premiums, divided between TIAA and CREF, if participating in CREF, in the same proportion as that being used when disability began.

   The Monthly Income and Waiver Benefit payable by TIAA during continuous Total Disability will be increased each year by 3% compounded annually, beginning with the first day of the calendar month following 18 months of such continuous disability.

Retirement Benefits

Retirement benefits are provided through TIAA. The College contributes 9% of a participating faculty member's base salary each year during the first six years with the College and 11% of the base salary each year thereafter. To participate, a faculty member must contribute a minimum of 4% of his base salary.

Life Insurance

The College has arranged with the Equitable Life Assurance Society to issue Term Life Insurance to each eligible faculty member who elects to participate. The cost to the faculty member for each $1,000 insurance is 40¢ to 60¢ per month depending upon the individual's age. The College pays the balance of the cost. The amount of the insurance available to a faculty member is approximately one and one half times his annual salary to a maximum coverage of $25,000.

Benefits in the event of termination

Health Benefit Coverage ceases on termination of employment except as otherwise provided in the applicable policy. In the event of termination of employment, a faculty member may arrange to continue certain insurance coverage to the extent and in the manner provided by the applicable insurance policy.

Additional Benefits

Tuition Remission

A dependent child of a faculty member who meets the college entrance requirements is eligible for full tuition remission in either the undergraduate or graduate program at Dowling College. No more than one dependent child may receive tuition remission at the same time.

A full time faculty member or spouse is entitled to four tuition free courses per year at Dowling College.

The College will provide undergraduate tuition remission at Dowling for one child of a terminated faculty member under the following conditions:

1. The faculty member was involuntarily terminated by the College.
2. The faculty member has served a minimum of five consecutive years at Dowling College next preceding his termination.
3. The child must be in attendance at Dowling College when the termination becomes effective.
4. The child must maintain continuous attendance.

Credit Union

Membership in the Teachers Federal Credit Union is available to Dowling College faculty members. The Credit Union offers savings facilities as well as low-cost personal and automobile loan service.

Book Store

Faculty members are allowed a 10% discount on all cash purchases in the Book Store.

Bank Deposit of Salary Checks

Upon request and submission of deposit forms, the Personnel Office will mail the faculty member's salary checks for deposit.

Additional information on all of the above insured programs is available in the respective plan brochure or policy certificate. Questions concerning any phase of the Benefit Program should be referred to the Personnel Office.

DOWLING COLLEGE
Oakdale, N.Y. 11769

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III. Academic Freedom and Tenure 3.00

The Faculty and Board of Trustees endorse the 1940 statement of Principles on Academic Freedom and Tenure and the 1969 Interpretive Comments on these Principles, and are committed to the principle that the search for truth is conducted best in an open atmosphere. 3.01

The College is open to the discussion of any topic, however controversial; to the expression of any opinion, however unpopular; there are no prior restrictions on speakers or materials used for classroom or extracurriculum purposes. It is understood that the exercise of this right will be in accordance with the spirit and the intent of the above-mentioned 1940 Statement in that membership in the academic community provides protections of academic freedom and the requirement of academic responsibility. 3.02 3.03

IV. Professional Responsibilities 4.00

A. Professional Ethics 4.01

1. The professor, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognizes the special responsibilities placed upon him. 4.02

   His primary responsibility to his subject is to seek and to state the truth as he sees it. To this end he devotes his energies to developing and improving his scholarly competence. He accepts the obligation to exercise critical self-discipline and judgement in using, extending, and transmitting knowledge. He practices intellectual honesty. Although he may follow subsidiary interests, these interests must never seriously hamper or compromise his freedom of inquiry. 4.03

2. As a teacher, the professor encourages the free pursuit of learning in his students. He holds before him the best scholarly standards of his discipline. He demonstrates respect for the student as an individual, and adheres to his proper role as intellectual guide and counselor. He makes every reasonable effort to foster honest academic conduct and to assure that his evaluation of students reflects their true merit. He respects the confidential nature of the relationship between professor and student. He avoids any exploitation of students for his private advantage and acknowledges significant assistance from them. He protects their academic freedom. 4.04

3. As a colleague, the professor has the obligations that derive from common membership in the community of scholars. He respects and defends the free inquiry of his associates. In the exchange of criticism and ideas he shows due respect for the opinions of others. He acknowledges his academic debts and strives to be objective in his professional judgement of colleagues. He accepts his share of faculty responsibilities for the governance of his institution. 4.05

4. As a member of his institution, the professor seeks above all to be an effective teacher and scholar. Although he observes the stated regulations of the institution, provided they do not contravene academic freedom, he maintains his right to criticize and seek revision. He determines the amount and character of the work he does outside his institution with due regard to his 4.06

Oakdale, N.Y. 11769

FACULTY PERSONNEL POLICIES

I. Purposes 1.00

The purposes of these policies and procedures are: 1.01

A. To provide an opportunity for dialogue, self-evaluation and growth for the Faculty of Dowling College.
B. To provide the means for maintaining high academic standards.
C. To encourage continuous professional growth, scholarly interest, effective teaching and to facilitate the academic administration of the College.

II. Definitions 2.00

The Faculty is defined in Article I, Sec. A of the Constitution of the Faculty of Dowling College as: 2.01

> ".....the President of the College, the Vice President for Academic Affairs and Dean of Faculty, the Dean of Students, the Dean of the School of General Studies, the Dean of Admissions, the Director of the Teacher Education Program, the Registrar, and all full-time regular faculty who include professors, associate professors, assistant professors, instructors and visiting professors holding one of the four academic ranks, all of whom shall have the right to vote in meetings of the Dowling College Faculty. Part-time faculty, adjunct faculty, special faculty, and students may attend meetings without vote and other individuals may be invited by the Faculty or the President to attend Faculty meetings and to participate in discussions, without vote. Members of the part-time, adjunct or special faculty may have Faculty voting privileges upon nomination by the President, the Vice President for Academic Affairs and Dean of Faculty or one of the Divisions, and approval by the Faculty."

The term "full-time regular faculty" as used herein shall mean those faculty employed on a full-time basis with a teaching load, or the equivalent, of at least 1/2 the base as defined in Section VII, B. 2.02 The rights, privileges and responsibilities specified in this document shall apply to all members of the Faculty except that certain faculty, as specifically listed in Art. II of the Constitution, shall be selected and evaluated by the procedures stated in Article II of the Constitution. 2.03 All individuals appointed at Dowling College as Professors, Associate Professors, Assistant Professors, Instructors, Professional Librarians, and Adjunct Professors (within the three grades), Lecturers or Adjunct Instructors, Graduate Assistants and all other teachers appointed at any other academic rank shall conform to the Constitution of the Faculty of Dowling College and the Faculty Personnel Policies but nothing contained therein shall be in effect that contravenes State regulations. Final decisions on all issues rest with the Board of Trustees. 2.04

Nothing contained in these Personnel Policies or in the Faculty Constitution shall be construed to limit the College's freedom to determine administrative structure, administrative titles, or administrative responsibilities. 2.05

NOTE: All references to the Constitution of Dowling College are to the copy as amended to January 13, 1972. 2.06

V. Appointment, Reappointment, Promotion, Tenure, Termination and Retirement 5.00

A. General Statement 5.01

The Personnel Committee shall recommend to the President through the Chief Academic Officer the appointment, the rank at appointment, term of appointment, reappointment, promotion, tenure, leaves, retirement or termination of contract of full-time members of the Faculty, with the exception of those faculty listed in Article II of the Constitution. Final decision in regard to all such matters shall be made by the Board of Trustees. 5.02

In considering individuals for appointment, reappointment, promotion and tenure, the Personnel Committee, the Administration and the Board of Trustees will give special emphasis to the following criteria: 5.03

1. Skill and promise as a teacher.
2. Continuing performance and promise as a scholar and/or professional.
3. Participation in the nonteaching responsibilities of the college community.
4. Participation in the continued development of the college.
5. Devotion to the concept of liberal education.
6. Services to the college community in such areas as curriculum and program development which may be considered as equivalent to scholarship.

In addition, participation in extracurricular activities and community service may be taken into account. 5.04

B. Qualification for Appointment and Promotion. 5.05

The President, the Chief Academic Officer or the appropriate Division Coordinator or Academic Program Director may request an evaluation by the Personnel Committee in consideration of promotion, or any member of the faculty may request such an evaluation. Normally, a request for evaluation will not be considered until a member of the faculty has met the minimum time and academic requirements of the next higher rank. However, the Personnel Committee may make exceptions in deciding to evaluate cases it deems to be of special merit when such evaluations are requested. 5.06 When the Committee does decide to evaluate, the results of the evaluation are then sent to the President via the Chief Academic Officer in the form of recommendations for or against promotion. Final decisions are made by the Board of Trustees. 5.07 Promotion to a higher rank carries with it the possibility but not the guarantee of subsequent advancement in rank. Length of time in rank may serve as an indicator of normal progress toward promotion based on the criteria listed earlier (Section V.A.), but shall not be considered adequate cause for promotion. 5.08

paramount responsibilities within it. When considering the interruption or termination of his service, he recognizes the effect of his decision upon the program of the institution and gives due notice of his intentions.

5. As a member of his community, the professor has the right and obligation of any citizen. He measures the urgency of these obligations in the light of his responsibilities to his subject, to his students, to his professors, and to this institution. When he speaks or acts as a private person he avoids creating the impression that he speaks or acts for his college or university. As a citizen engaged in a profession that depends upon freedom for its health and integrity, the professor has a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom. 4.07

4.08

B. Research and Scholarship 4.09

The College, through the Research Committee, seeks to encourage research by providing consultation on research design and analysis and by providing funds in support of research. College facilities and equipment will be made available for faculty research insofar as this is academically and financially feasible. The Board of Trustees shall determine the funds available to support these endeavors. Application for research grants is made in writing. Information on appropriate form of such application is available from the Committee. No commitment of funds (other than from the Research Committee), space or equipment will be made without a prior written agreement among the Chief Academic Officer, the appropriate Division Coordinator and the researcher. Released time may be made available for extensive projects upon prior written approval of the Division Coordinator and the Chief Academic Officer. 4.10

By written agreement between the researcher and the Research Committee made prior to July 31, funds granted, but not expended by the end of the fiscal year, shall be available to the researcher, but for no longer than one additional year. 4.11

4.12

C. Travel Policy in Support of Research and Scholarship 4.13

The College, through the Research Committee, makes available funds in support of faculty travel expenses to participate in meetings of professional and educational societies. Travel funds may be allocated to faculty members who request funds for the purpose of professional self-improvement at conferences. All requests for travel funds are made to the Research Committee through the Division Coordinator, in accordance with the schedule of deadlines published by the Research Committee at the beginning of each academic year. Any member of the faculty may apply for travel funds.

Funds provided by the College will be allocated in accordance with guidelines developed by the Research Committee and approved by the faculty. 4.1

Committee will, in making its recommendations, consider their impact on the composition of the faculty and on the college.

5.15

C. Appointment and Contract Procedures

5.16

1. Deciding on new Full-Time Regular Faculty Positions and Vacancies

5.17

Requests for the establishment of a new full-time regular faculty position may be initiated by any faculty member, student, or member of the administration. Such requests shall first be considered by the discipline and division concerned, and the views of students majoring in the discipline or division shall be sought, when possible. The views of the Chief Academic Officer shall also be sought. The request, with the recommendation of the division, shall be forwarded to the Faculty Curriculum Committee. The Faculty Curriculum Committee shall consider such requests in the light of their impact on the total educational program of the college and shall make its recommendations to the Chief Academic Officer. The Chief Academic Officer shall, in consultation with the appropriate division coordinator and/or academic program director, define the nature of the proposed new position. Final decisions on new faculty positions rest with the Board of Trustees.

5.18

5.19

Nothing herein is to be construed to prohibit the college from taking action on the establishment of a full-time regular faculty position should any or all of the above fail to make a recommendation to the Chief Academic Officer within sixty days after the initiation of a request for the establishment of such a position.

5.20

5.21

2. Nature of the Contract

5.22

The contract between the college and the faculty member shall include:

a. Title of the position.

b. Date of appointment and length of term.

c. Length of term of probationary period preceding tenure appointment.

d. Base salary and a statement concerning fringe benefits.

e. A copy of the Faculty Personnel Policies in effect at the time of the issuance of the contract.

f. A statement indicating the collective bargaining representative and a copy of the contract in effect at that time.

5.23

3. Appointment

5.24

a. Recommendation for appointment.

1. Instructor 5.09

a. Initial appointment will be made to this rank normally when the individual has had less than three years of full-time college teaching experience, or its equivalent, and/or lacks the academic requisites for appointment to a higher rank.

2. Assistant Professor 5.10

a. Appointment to this rank may be made when the individual has had at least three years of full-time teaching experience, or its equivalent. Academic requisites for this rank may include an earned doctorate, or its equivalent in scholarly or professional activities.

b. Promotion to this rank may be made when the individual has had at least three years of full-time teaching experience, or its equivalent, in the rank of instructor at Dowling College and meets the academic requisites for initial appointment.

3. Associate Professor 5.11

a. Appointment to this rank may be made when the individual has had at least four years of full-time teaching experience, or its equivalent. Academic requisites for this rank will ordinarily include an earned doctorate, or its equivalent in scholarly or professional activities.

b. Promotion to this rank may be made when the individual has had at least four years of full-time teaching experience, or its equivalent, in the rank of Assistant Professor at Dowling College and meets the academic requisites for initial appointment.

4. Professor 5.12

a. Initial appointment to this rank will be made only in rare and exceptional cases when the individual has had extensive and outstanding teaching or other experience and his presence at the College is considered to be of great academic value.

b. Promotion to this rank may be made when the individual has had at least six years of full-time teaching experience, or its equivalent, in the rank of Associate Professor at Dowling College and will depend primarily upon sustained development of scholarly interest, enthusiasm, and teaching ability. Academic requisites for this rank will ordinarily include an earned doctorate, or its equivalent in scholarly or professional activities.

The Personnel Committee may recommend exceptions to the above academic and experiential requisites in cases it deems of special merit or where inequities might otherwise result. 5.13

The academic and financial needs of the College require that attention be given to the distribution of faculty members in the various ranks and between tenured and nontenured positions. No preexisting or fixed quota system is intended to be implied by this requirement. The Faculty Personnel 5.14

5.25

The responsibilities of the Personnel Committee for initial appointment of full-time regular faculty members are stated in the Constitution, Article IV, B, 2, d.:

> "The Committee shall consider the written recommendation of the Division Coordinators and Academic Program Directors for initial appointment to the Faculty. The Committee, at its discretion, may request an interview with the Division Coordinator and the Vice President for Academic Affairs and Dean of Faculty or with the candidate for appointment, or with any or all of these. If the Personnel Committee has not requested such an interview or interviews within one week after receiving a recommendation for initial appointment from the Division Coordinator, the Vice President for Academic Affairs and Dean of Faculty may recommend to the President that the appointment be made. When the Committee request an interview, it shall, after completing its review, make its recommendation to the Vice President for Academic Affairs and Dean of Faculty."

5.26

The role of the Division Coordinator and the Chief Academic Officer in recruiting faculty to fill available positions is stated in the Constitution, Article III, A, 3, a), 2):

> "The Division Coordinator shall be responsible for the recruitment and screening of full and part-time faculty for his division, in cooperation with the Vice President for Academic Affairs and Dean of Faculty and/or the Dean of the School of General Studies, the appropriate Discipline Coordinators, and appropriate discipline specialists. He shall submit his recommendations for initial appointment of full-time faculty members in writing with the appropriate supporting documents to the Personnel Committee."

5.27

It shall be incumbent upon the Division Coordinator, in arriving at his recommendation, to include an interview and assessment of the candidate by appropriate faculty and students, when possible. The written recommendation shall include a summary of student and faculty opinions.

5.28

b. Documents required for each candidate presented shall include:

1) Evidence, including an official transcript, of the highest degree earned.

2) Letters of recommendation, including at least three from sources outside of Dowling College.

3) A written recommendation from the Division Coordinator and/or Academic Program Director.

4) A written recommendation from the Personnel Committee.

5) A written recommendation from the Chief Academic Officer.

3. Principle of Self-Evaluation 5.54

4. Evaluation Criteria and Procedures 5.56

5. Confidentiality of Personnel Files 5.64

E. Termination of Appointments of Tenured Faculty and of Probationary Faculty Before the End of Their Appointment Period 5.68

1. Resignation by the Faculty Member 5.69

2. Discontinuance of Position 5.71

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VII. Faculty Duties and Responsibilities 7.00

A. General Statement 7.01

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6. Tenure 5.41

The Personnel Committee is charged with the responsibility of evaluating each full-time regular faculty member regularly and ultimately recommending on tenure. Academic positions of tenured faculty shall not be terminated by the college except for (a) retirement, (b) adequate cause, (c) discontinuance of position, (d) financial exigency, (e) extended disability within the meaning of paragraph 6.19. 5.42

A probationary period of seven consecutive years of full-time teaching, or its equivalent, in the rank of Instructor or higher, which shall include at least four consecutive years teaching, or its equivalent, at Dowling College, will be required before a member of the faculty may be recommended for tenure. Exceptions to the required probationary period may be recommended by the Personnel Committee in cases it deems of special merit. 5.43

A member of the faculty who will be on contract for the final year of his probationary period shall receive notice in writing from the President, or his designated representative, not later than one year before its end that (a) he is to be granted tenure, or, (b) his appointment is to be terminated at the end of the probationary period. 5.44

D. Evaluation Procedures. 5.45 5.46 5.47

1. Personnel Committee Responsibilities.

The Constitution makes the following statements about the function of the Personnel Committee in regard to evaluation in Article IV, B, 2,b,c,e:

"b) The Committee shall consider all proposals involving tenure, sabbatical and other leaves of absence, or retirement of full-time members of the Faculty and shall present its recommendation to the Vice President for Academic Affairs and Dean of Faculty.

"c) The Committee shall consider proposals concerning promotion to Assistant Professor, Associate Professor, or Professor, and shall present its recommendations to the Vice President for Academic Affairs and Dean of Faculty.

"e) The Committee shall establish procedures for conducting faculty evaluations and shall submit these procedures to the Faculty for its approval. Once these procedures have been adopted by the Faculty, no subsequent Personnel Committee shall alter them without Faculty approval."

In addition, before appointment shall become effective, a candidate shall execute and submit such other documents as may be required by law. 5.29

c. The initial appointment of full-time regular faculty members may be for a period of more than one year. 5.30

d. Faculty rank at initial appointment, and the amount of teaching or equivalent experience credit for probationary and salary purposes, shall be recommended by the Division Coordinator and/or Academic Program Director to the Personnel Committee, and by the Personnel Committee through the Chief Academic Officer to the President. The committee shall take into account the nature of the position and the candidate's qualification and experience. 5.31

e. Emergency appointments to the faculty may be made by the President upon the recommendation of the appropriate Division Coordinator and/or Academic Program Director, and the Chief Academic Officer where the Personnel Committee is unable to meet to consider the appointment. Such appointments shall be for no more than one year, shall be referred to the Personnel Committee as soon as possible and shall not carry faculty voting privileges until approved by the Personnel Committee. 5.32 5.33

4. Reappointment 5.34

Subsequent reappointments of full-time regular faculty members shall normally be for periods of two years for Instructors and Assistant Professors, and three years for Associate Professors and Professors, but in no case beyond the probationary period. Normally, reappointment is based primarily upon the recommendation of the Personnel Committee following a thorough evaluation of the faculty member's performance and achievements by the Teaching Evaluation Committee and the Personnel Committee. Each reappointment is based on the written description of the nature of the position to be filled. (See V.C. 1) 5.35 5.36

Recommendations for appointment and reappointment made by the Personnel Committee are sent to the President through the Chief Academic Officer. 5.37

5. Notification of Nonreappointment 5.38

Notice of nonreappointment by the Board of Trustees, or of Administrative recommendation to the Board of nonreappointment, will be given in writing to the faculty member not later than March 1st of the first academic year of service if the appointment expires at the end of that year, not later than December 15th of the second academic year of service if the appointment expires at the end of that academic year; or, if an initial appointment terminates during an academic year, at least six months in advance of its termination. After two or more years at the college, notice of nonreappointment will be given at least 12 months before expiration of the appointment. A copy of said notice of nonreappointment will be forwarded to the Personnel Committee at the time it is sent to the faculty member in question. 5.39 5.40

iii. The individual's professional and personal goals.

iv. The individual's evaluation of his own strengths and weaknesses.

v. The individual's role in the development and direction of the program in which he is teaching.

b) Prior to the interview, the following data will be made available to the faculty member being evaluated: 5.59

i. Teaching Evaluation Committee report.

ii. Written comments by Discipline Coordinator, Division Coordinator, and/or Academic Program Director, colleagues in his division, the chairman of any standing committee of which he is a member, and any comments submitted by major administrators of the College.

5.60

c) Following the interview, the Personnel Committee will make its recommendation and submit it to the faculty member for his response. If no response is forthcoming from the Faculty member within 7 days, the committee's recommendation, together with a statement of rationale and appropriate supporting documents, which will to the extent possible be in the same form for each recommendation, will be forwarded to the Chief Academic Officer. If the Chief Academic Officer does not concur with the recommendation, he shall arrange a conference with the Personnel Committee and the faculty member involved in an attempt to arrive at a mutually acceptable recommendation. Following such a meeting, should the Personnel Committee and the Chief Academic Officer still not concur, the Personnel Committee and the evaluee will be informed by the Chief Academic Officer and the Chief Academic Officer will refer the matter to the President. A joint meeting with the President or his representative and the Personnel Committee will then be arranged to attempt to work out a mutually acceptable recommendation. The Faculty member in question may attend this meeting if he so desires. In the event of an unresolved disagreement between the Personnel Committee and the President, procedures outlined in the Constitution, Article IV, B,2,f., will be followed: 5.61 5.62 5.63

> " Should the Personnel Committee not concur with the President of the College in a recommendation or proposal affecting the welfare of the Faculty, or the status of any individual member thereof the position of the Committee shall be presented in writing or in person to the Board Committee on Personnel and Curriculum and a joint meeting arranged if requestd by either group. Final determination of the issue shall be made by the Board of Trustees."

2. Evaluation Schedule. 5.48

All faculty members will be evaluated by the Personnel Committee according to the following schedule, with the exception of those faculty listed in Art. II of the Constitution. The dates indicate when the recommendation of the Personnel Committee shall be transmitted to the Chief Academic Officer for submission to the President. 5.49

a) Faculty on one-year appointment: 5.50

1) In the second year of service by November 1 of that year.
2) After the second year of service by April 15 of the year preceding the expiration of their appointment.

b) Faculty on two-year appointment: 5.51

1) In the second year of service by November 1 of that year.
2) After the second year of service by April 15 of the year preceding the expiration of their appointment.

c) Faculty on three-year appointment: 5.52

1) By April 15 of the year preceding expiration of their appointment.

d) Faculty on continuous appointment shall be evaluated at least once every three years. 5.53

Nothing herein shall be construed to prohibit the College from acting should the Personnel Committee fail to submit their recommendation to the Chief Academic Officer in accordance with the above schedule.

3. Principle of Self-evaluation 5.54

An important aim of evaluation procedures established by the Personnel Committee is to assist the individual faculty member in his quest for professional self-improvement and to permit him and the college to assess his role in ongoing academic programs. The committee considers self-evaluation to be the cornerstone for such self-improvement and this goal serves to guide discussions between the committee and individual faculty members. 5.55

4. Evaluation Criteria and Procedures. 5.56

a) Emphasis will be placed in faculty evaluation on the criteria listed in Section V.A.. For each individual being evaluated, an interview with members of the Personnel Committee is arranged as well. The chief function of this interview is to explore the following: 5.57 5.58

i. The individual's philosophy and goals of education and how he attempts to implement them in his teaching.

ii. The reasons the individual has chosen Dowling College and wishes to remain.

established within two years, it shall first be offered to the terminated faculty member at the same rank and appointment status. 5.74

Nothing herein is to be construed to prevent the College from discontinuing a position should the Personnel Committee and/or the Faculty Curriculum Committee fail to submit their recommendations within sixty days after receiving the Administration's notice of anticipation to discontinue a position.

3. Financial Exigency 5.75

The administration will consult with faculty and students when it anticipates reducing instructional staff for reasons of financial exigency. No such reduction in the full time staff shall take place without prior consultation with the Personnel Committee and the Faculty Curriculum Committee. These Committees may consider various alternatives and propose solutions to the problem. These Committees shall be provided with all relevant data relating to the Divisions or Disciplines concerned. These alternative proposals shall be forwarded through the Chief Academic Officer and the President to the Board of Trustees for its consideration. 5.76

Reductions in staff shall, with due regard to the College's academic program, occur first among members of the Instructional Staff who do not have tenure within the particular Discipline or Division concerned. Where a member of the Instructional Staff is being considered for termination because of financial exigency and is qualified to teach in another Discipline or Division, this shall be the first alternative considered, if such a position is available. 5.77

Where a decision is reached to reduce the Instructional Staff because of financial exigency, the member of the faculty involved shall be given one academic year's notice in writing. In the event that the position discontinued is reestablished within two years after termination, it must first be offered to the faculty member terminated at the same rank and appointment status. 5.78

Nothing herein is to be construed to prevent the College from discontinuing a position should the Personnel Committee and/or the Faculty Curriculum Committee fail to submit their recommendations within sixty days after receiving the Administration's notice of anticipation to discontinue a position. 5.79

4. Dismissal for Adequate Cause 5.80

The following procedures are based on the 1968 Recommended Institutional Regulation on Academic Freedom and Tenure of the American Association of University Professors. 5.81

Adequate cause for a dismissal will be related, directly and substantially, to the fitness of the faculty member in his professional capacity as a teacher or researcher. Dismissal 5.82

5. Confidentiality of Personnel Files 5.64

a) Nothing shall be kept in any personnel file which is not available to be seen by the faculty member involved and nothing shall be added to any such file without notice to the faculty member involved. The exception to this policy concerns documents furnished to the College in connection with the faculty member's initial appointment and with the understanding they will be held confidential. 5.65

A faculty member may submit for inclusion in his personnel file a statement in explanation of any materials placed in his file that he believes to be in error. 5.66

b) No information in personnel files shall be voluntarily released by the College to any individual or institution outside the College without authorization of the faculty member involved. 5.67

E. Termination of Appointments of Tenured Faculty, or Probationary Faculty Before the End of Their Appointment Period. 5.68

1. Resignation by the Faculty Member 5.69

A faculty member may resign his appointment effective at the end of an academic year provided he gives notice in writing to the Dean of Faculty not later than April 1, or 30 days after receiving notification of the terms of his appointment for the coming year, whichever occurs later. In cases of hardship or opportunity for substancial professional advancement, he may request a waiver of the requirement of notice. 5.70

2. Discontinuance of Position 5.71

The Administration will consult with faculty and students when it anticipates discontinuing an academic position. An academic position shall not be discontinued because of changes in the academic program , withour prior consultation with the Personnel Committee and the Faculty Curriculum Committee. These Committees shall consider the facts as presented by the Administration and as presented by other appropriate persons or groups, including any faculty member that may be affected and recommend a course of action to the Administration. These Committees shall be provided with all relevant data. Recommendations of the Faculty Committees and the Administration shall be forwarded to the Board for final action. A representative of the facultycommittees involved may request the opportunity to appear before the Board to assist in presenting their recommendations. In the event of a Board decision to discontinue the position, the faculty member involved, if any, shall be given one academic year's termination notice or the payment of one year's base salary. In the event that the position discontinued is re- 5.72 5.73

attend the proceedings as an observer.

e) A verbatim record of the hearing or hearings will be kept and a typewritten copy will be made available to the faculty member without cost to him, at his request.

f) The burden of proof that adequate cause exists rests with the college, and shall be satisfied only by clear and convincing evidence in the record considered as a whole.

g) The Hearing Committee will grant adjournments to enable either party to investigate evidence as to which a valid claim of surprise is made.

h) The faculty member will be afforded an opportunity to obtain necessary witnesses and documentary or other evidence, and the administration of the college will, insofar as it is possible for it to do so, secure the cooperation of such witnesses and make available necessary documents and other evidence within its control.

i) The faculty member and the Administration will have the right to confront and cross-examine all witnesses. Where the witness cannot or will not appear, but the committee determines that the interests of justice require admission of his statement, the committee will identify the witness, disclose his statement and, if possible, provide for interrogatories.

j) In the hearing of charges of incompetence, the testimony shall include that of qualified faculty members from this or other institutions of higher education.

k) The Hearing Committee will not be bound by strict rules of legal evidence, and may admit any evidence which is of probative value in determining the issues involved. Every possible effort will be made to obtain the most reliable evidence available.

l) The findings of fact and the decision will be based solely on the hearing record.

m) Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements and publicity about the case by either the faculty member or administrative officers will be avoided so far as possible until the proceedings have been completed, including consideration by the Board of Trustees. The President and the faculty member will be notified of the decision in writing and will be given a copy of the record of the hearing. Violations of this provision shall be considered by the Hearing Committee in the context in which they occur.

n) If the Hearing Committee concludes that adequate cause for dismissal has not been established by the evidence in the record,

will not be used to restrain faculty members in their exercise of academic freedom or other rights of American citizens.

5.83 Dismissal of a faculty member with continuous tenure, or with a probationary appointment before the end of the specified term will be preceded by:

a) discussions between the faculty member, the appropriate Division Coordinator and/or Academic Program Director, and the Chief Academic Officer looking toward a mutual settlement;

b) informal inquiry by the Personnel Committee which may, failing to effect an adjustment, determine whether in its opinion dismissal proceedings should be undertaken without its opinion being binding upon the President;

c) a statement of charges, framed with reasonable particularity by the President.

5.84 A dismissal for adequate cause will be preceded by a statement of reasons, and the individual concerned will have the right to be heard initially by an Ad Hoc Hearing Committee elected by the Faculty.

5.85 The function of the Ad Hoc Hearing Committee is to recommend whether a dismissal should take place. A new Ad Hoc Hearing Committee shall be established for each case and shall not include anyone currently a member of the Personnel Committee. A faculty member will remove himself from the case, whether at the request of a party or on his own initiative, if he deems himself disqualified for bias or interest. Each party will have a maximum of two challenges without stated cause. The Ad Hoc Hearing Committee shall consist of five members and two alternates.

5.86 Procedures:

a) Service of notice of hearing with specific charges in writing will be made at least 20 days prior to the hearing. The faculty member may waive a hearing or may respond to the charges in writing at any time before the hearing. If the faculty member waives a hearing, but denies the charges against him or asserts that the charges do not support a finding of adequate cause, the Hearing Committee will evaluate all available evidence and rest its recommendation upon the evidence in the record.

b) Hearings shall be private, except at the request of the faculty member concerned. While a request for an open hearing shall normally be honored, there may be extraordinary circumstances under which the Committee, in consultation with the President, by unanimous vote, may require a private hearing.

c) During the proceedings the faculty member will be permitted to have an academic advisor and/or counsel of his own choice.

d) By agreement among the parties involved, a representative of a responsible educational association shall be permitted to

decision. If the difficulty is unresolved at this stage, and if the committee so recommends, the matter will be heard in the manner set forth in Section E. 4., except that the faculty member making the complaint is responsible for stating the grounds upon which he bases his allegations, and the burden of proof shall rest upon him. If he succeeds in establishing a prima facie case, it is incumbent upon the college to offer evidence in support of their decision not to reappoint him. 5.89

6. Retirement 5.90

The mandatory retirement age for members of the faculty shall be sixty-five. If an individual reaches 65 prior to July 1 in a given year he may not teach in the ensuing academic year. However, if it is felt that the best interests of the college will be served by additional service, special reappointments may be made on an annual basis for a period not to exceed five years, following procedures in Sec. V.C. and D. Recommendation for additional years of service beyond age 65 may be made by the Personnel Committee to the President, via the Chief Academic Officer. Disagreements will be resolved according to the procedures in Sec. V.D. 5.91

Should a faculty member wish to retire prior to age 65, he may, with the approval of the Personnel Committee, the President, and the Board of Trustees, retire on July 1 following his reaching his 60th birthday or in subsequent years prior to the mandatory date. The foregoing provisions do no preclude the appointment of faculty members who exceed age 65, on a part-time, adjunct, special or a visiting basis, providing the usual appointment procedures have been followed. 5.92

At their request, retired faculty members shall be listed in faculty directories, shall be invited to participate in convocations and other faculty functions, may attend faculty meetings without vote, may have library privileges subject to the prior needs of the active faculty, shall be eligible to apply for research grants, and shall, when possible, be granted use of office space and secretarial assistance. 5.93

F. Appointment and Family Relationship 5.94

The basic criteria for appointment and promotion shall not be affected by marriage or relationship by family. However, faculty members should neither initiate nor participate in college decisions involving a direct benefit (such as initial appointment, renewal of appointment, promotion, salary tenure, or leave of absence) to members of their immediate families. 5.95

VI. Leaves 6.00

A. Sabbatical Leave 6.01

To encourage continuous professional growth and productive scholarship, full-time faculty members are eligible for sabbatical leave upon completion of seven consecutive academic years of full-time service to the college for the first leave and six consecutive academic years of full-time service to the college for each succeeding 6.02

it will so report to the President. If the President rejects the report, he will state his reasons for doing so, in writing, to the Hearing Committee and to the faculty member, and provide an opportunity for response before transmitting the case to the Board of Trustees. If the Hearing Committee concludes that charges have been substantiated, but that an academic penalty less than dismissal would be more appropriate, it will so recommend, with supporting reasons.

o) If dismissal or other penalty is recommended by the President to the Board of Trustees, the President will, on request of the faculty member, transmit to the Board of Trustees the record of the case. The Board's review will be based on the record of the committee hearing, and it will provide opportunity for argument, oral or written, or both, by the principals at the hearing or by their representatives. The decision of the Hearing Committee will either be sustained, or the proceeding returned to the committee with specific objections. The committee will then reconsider, taking into account the stated objections and receiving new evidence if necessary. The Board of Trustees will make a final decision only after study of the committee's reconsideration.

p) Until the final decision upon termination of an appointment has been reached, the faculty member will be suspended, or assigned to other duties in lieu of suspension, only if immediate harm to himself or others is threatened by his continuance. Before suspending a faculty member, pending an ultimate determination of his status by the above procedures, the Administration will consult with the Personnel Committee. Suspension is appropriate only pending a hearing; a suspension which is intended to be final is a dismissal, and will be dealt with as such. Salary will continue during the period of suspension.

q) If the appointment is terminated, the faculty member will receive his salary or notice in accordance with the schedule of notice to which he is entitled (Section C.5.), or, if he has tenure, for at least one year, except in the event of a contrary recommendation by the Hearing Committee. On the recommendation of the Hearing Committee or the President, the Board of Trustees, in determining what, if any, payments will be made beyond the effective date of dismissal, may take into account the length and quality of service of the faculty member.

5. Academic Freedom and Dismissal of Nontenured Faculty 5.87

If a faculty member on probationary or other nontenured appointment alleges that considerations violative of academic freedom, or that consideration involving race, sex, ethnic origination or religion, significantly contributed to a decision not to reappoint him, his allegation will be given preliminary consideration by the Welfare Committee, which will seek to settle the matter by informal methods. His allegation shall be accompanied by a statement that he agrees to the presentation, for the consideration of the committee, of such reasons and evidence as the college may allege in support of its 5.88

C. Emergency Leaves 6.12

Full-time members of the faculty experiencing unusually difficult circumstances may request emergency leave. Such leaves will be granted only for the most pressing reason, with the decision to grant emergency leave contingent upon evaluation of the evidence presented by the applicant to the Board of Trustees. Emergency leaves may be granted upon application to the Board of Trustees through the Chief Academic Officer. Leave of absence granted by the Board of Trustees shall be for such period and with or without pay as the Board shall determine. 6.13 6.14

D. Sick Leaves 6.15

When a faculty member must be absent because of illness, he should report this fact to the Chief Academic Officer and/or Dean of General Studies as soon as possible. He should also make arrangements with the Division Coordinator and/or Academic Program Director for his duties to be carried on. His salary will not be affected if illnesses are infrequent and of short duration. 6.16

When absences due to illness are prolonged or frequent enough to prevent the faculty member from carrying on his duties, his services shall be terminated. 6.17

When a faculty member with tenure is temporarily disabled, he shall resume his regular full-time duties not later than the beginning of the semester following his recovery. If his disability extends over a period equivalent to two academic years, he shall no longer have tenure and his contract with the college may be terminated. 6.18 6.19

The faculty member involved, upon notification by the college of his change in status, may request the Personnel Committee to review the decision and forward its recommendation to the President through the Chief Academic Officer. The Board of Trustees shall make the final decision. 6.20

E. Maternity Leaves 6.21

Three types of maternity leave are available: 6.22

1. One year unpaid leave of absence

2. One semester unpaid leave of absence with no loss of rank with respect to the Salary Schedule.

3. Short tempory disability leave (3-4weeks) for delivery and convalescence with no loss of salary. Any associated complications of pregnancy will be treated as illness.

leave; providing the faculty member must not have had an extended leave of any kind during the three years next preceding the scheduled start of the sabbatical leave. Leave of any kind extending beyond one semester may constitute an interruption of consecutive service.

Sabbatical leave is generally understood to be for the purpose of academic and professional renewal. The Personnel Committee shall consider applications of qualified faculty and shall make its recommendations to the President through the Chief Academic Officer. 6.03

The recommendation by the Personnel Committee will be accompanied by a statement of a definite plan of study, research, or other professional activity approved by the Personnel Committee, and a report of achievement shall be submitted to the Personnel Committee, with a copy to the Chief Academic Officer, at the end of the leave. Final decision on the granting of sabbatical leaves rests with the Board of Trustees. 6.04

Eligible faculty members desiring a sabbatical leave must indicate their intention in writing to the Personnel Committee, with copies to the Chief Academic Officer and the Division Coordinator, and/or Academic Program Director, by November 1st of the year preceding the sabbatical leave. The Personnel Committee shall make its recommendation to the Chief Academic Officer not later than December 15 of such year. 6.05

It is understood that in cases where concurrent sabbatical leaves might jeopardize the quality of the academic program, the Personnel Committee shall recommend a solution to the Chief Academic Officer. 6.06

Faculty members on sabbatical leave with pay will continue to receive regular benefits during the period of such leave. Full pay may be granted for one semester of leave or half pay for each of two consecutive semesters. 6.07

If a faculty member accepts regular full-time employment at another institution not included in the plan for his sabbatical leave previously approved by the Personnel Committee while on sabbatical leave, the College is under no obligation to pay any part of his sabbatical salary. This does not apply to faculty members accepting funds for the support of research, publication, or other scholarly or professional activity during the period of their sabbatical leave. 6.08

B. Leaves Without Pay 6.09

Applications for leave without pay must be made six months in advance in writing to the Personnel Committee, with copies to the Chief Academic Officer and the Division Coordinator and/or Academic Program Director. Recommendation of the committee will be forwarded to the President through the Chief Academic Officer for final decision by the Board. Leaves will ordinarily not be granted for periods exceeding one year and will be granted only to applicants with at least three years continuous service at Dowling College immediately preceding the academic year in which the leave is to occur. 6.10 6.11

F. Benefits While on Leave 6.23

Time spent on leave will be counted as time in rank for salary, promotion, but not probation unless prior written arrangement is made with the Chief Academic Officer. Retirement and insurance contribution will not be paid by the college during the period of any unpaid leave of absence, but provision for continued insurance coverage may be made at the faculty member's cost to the extent permitted by the applicable insurance policy. 6.24

6.25

All recipients of leave are expected to complete a minimum of at least one year's full-time employment at the college following the leave period. It should be understood that leave could entail considerable expense to the college. Hence, all disciplines are expected to arrange their programs so that full-time replacements are not necessary for faculty on leave. It is understood that in certain cases this may be impossible, but the need for special arrangements should be kept to a minimum. 6.26

VII. Faculty Duties and Responsibilities 7.00

A. General Statement 7.01

In order to perform adequately the multiple functions expected of the teacher in an institution of higher learning, the Faculty of Dowling College adheres to the following principles: 7.02

1. The obligation of the faculty member to his students is primary. It is expected that the teacher will meet his classes regularly and that he will devote as much time as necessary to all the duties connected with the teaching function.

2. The faculty member will be available at stated hours for appropriate advisement and consultation with students.

3. Participation in the work of committees is an important obligation. Unless there are strong reasons to the contrary, each member of the faculty should serve when called upon.

4. Furthermore, it is assumed that membership on the faculty is the primary occupation of the teacher, and that other obligations will be treated as secondary during the course of the contract year.

B. Faculty Load 7.03

1. Teaching Load for Full-Time Regular Faculty 7.04

The base teaching load for full-time faculty is 12 teaching credit hours as presently defined for each fall and spring semester. Full-time faculty may teach up to four semester hours of overload per semester at the prevailing salary for overload teaching. This is determined by the Division 7.05 7.06

Coordinator and/or Academic Program Director, and Chief Academic Officer and/or Dean of General Studies in consultation with the members of the division or discipline involved. Base teaching load and overload courses include all credit offerings taught by full-time faculty members at the college, whether in the Day Division or in the School of General Studies. 7.07

Qualified full-time administrators other than those enumerated as members of the Faculty in the Constitution (Article I, Sec. A.) who teach 6 semester hours or more on load, may qualify as full-time faculty and must be evaluated and recommended for contract and promotion in their capacity as faculty members through the regular procedures in Section V. Those full-time administrators not enumerated as Faculty in the Constitution who teach less than 6 semester hours on load may qualify for adjunct status as part-time faculty. 7.08 7.09

2. Summer Session Teaching Load 7.10

Full-time faculty members may teach no more than two courses in any one summer at Dowling College. Qualified full-time administrators may teach no more than one course in any one summer provided that such assignment does not interfere with their primary responsibilities as administrators. 7.11 7.12

3. Released Time 7.13

Released time is the substitution of a specific professional assignment in place of on load teaching. 7.14

4. Independent Study Load 7.15

A full-time faculty member teaching a full load may supervise no more than four students in a given semester for Independent Study programs for a maximum of nine semester hours of credit. 7.16

C. Academic Advising 7.17

1. The advisory system of the college is designed to promote close faculty-student relationships on both formal and informal levels. Each incoming freshman or transfer student is assigned a faculty advisor with whom he will discuss and plan his college program. An effort is made to assign students to faculty members who specialize in the student's particular interest area, and can guide him accordingly through his academic program. Frequent meetings are arranged to evaluate the student's progress both in and out of the classroom. In addition, the student is invited to confer with any other faculty member who may indicate willingness to help him. The advisor maintains cumulative records of each student's performance in college on the basis of which periodic conferences 7.18

between the student and his advisor are held in an effort to strengthen weak areas and reinforce strong areas in the student's performance. Thus, realistic goals and plans can be formulated on the basis of individual student need and capacity. The Dean of Students, Dean of General Studies and other Administrators also serve in an advisory capacity to the students throughout their college career.

2. The faculty advisor is expected to provide the following: 7.19

a. Guidance in pursuing an acceptable and appropriate course of study to achieve graduation from the programs offered at Dowling College.

b. Guidance in selecting appropriate electives when such choices are available.

c. Guidance in assessing individual interests and abilities. If a change of program becomes necessary, the advisor will render assistance in making the change.

d. Guidance in helping to overcome academic difficulties when they are encountered.

e. Appropriate referrals to various special services of the college, such as, Psychological Services, Remedial English, Remedial Speech, Financial Aid Office, etc., when these are indicated.

f. Guidance and assistance in selecting graduate schools and graduate programs.

3. Faculty Office Hours 7.20

Since the student body at Dowling College is made up largely of commuters from neighboring areas, students must often make special efforts to confer with their faculty advisors and instructors. To facilitate such meetings each faculty member will post regular office hours during which he will be available on campus. Normally, a minimum of four hours per week will be set aside for student conferences, of which three will be regularly scheduled. 7.21 7.22

VIII. Statement of Precedence 8.00

These Faculty Personnel Policies supersede all personnel policies which have previously been in force and which are in conflict with the policies as set forth herein. 8.01